

**ENGINEERING DESIGN SERVICES AGREEMENT  
FOR DESIGN OF WPCF FILTRATION FACILITY MODIFICATIONS**

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the CITY OF LAS VEGAS, a municipal corporation within the State of Nevada (herein the "City"), and HDR ENGINEERING, INC., (herein the "Consultant").

**W I T N E S S E T H:**

WHEREAS, the City intends to construct the WPCF FILTRATION FACILITY MODIFICATIONS (herein the "Project"); and

WHEREAS, the City desires to retain a qualified engineer who will be responsible for providing the engineering design services hereinafter set forth below; and

WHEREAS, the Consultant is properly licensed and qualified in accordance with the Nevada Revised Statutes as an engineer and has the personnel and facilities necessary to perform the services hereinafter set forth within the time required under this Agreement.

NOW, THEREFORE, in consideration of the above premises, the parties hereto agree to the following terms, conditions and covenants set forth in Sections One through Ten hereof:

**SECTION ONE  
CONSULTANT RESPONSIBILITIES**

**1.01 Consultant Services.** The Consultant hereby agrees to provide the basic services and the additional services, if so requested set forth in Exhibit "A" (Scope of Services) and Exhibit "B" (Additional Services) attached hereto.

**1.02 Performance Standards.** In performing the services set forth in this Agreement, the Consultant shall follow practices consistent with generally accepted within the engineering profession.

**1.03 Document Review.** The Consultant shall be responsible for reviewing each document prepared by the Consultant and its subconsultants including, without limitation, the plans, drawings and specifications for the purpose of verifying that such documents are technically sound, in conformance with applicable federal, state and local statutes, codes, ordinances and other regulations in effect at the time the documents were prepared, and do not violate or infringe upon any patent rights.

**1.04 Waiver.** The City's approval of any documents or services furnished by the Consultant shall not in any way relieve the Consultant of responsibility for the professional and technical accuracy of its documents or services. The City's review, approval, acceptance or payment for any of the Consultant's services shall not be construed to operate as a waiver of any rights enjoyed by the City under this Agreement or of any cause of action arising out of the performance of this Agreement. The Consultant shall remain liable in accordance with the terms

of this Agreement and applicable law for the damages to the City caused by the Consultant's negligent act or omission committed in the performance of this Agreement.

**1.05 *Consultant Representative.*** The Consultant's Representative is hereby designated as John "Matt" Chapman P.E., Vice President, who shall be responsible for the services required under this Agreement. All of the services specified by this Agreement shall be performed by the Consultant's Representative, or by the associates and employees identified in the Consultant's proposal provided that such associates and employees perform under the personal supervision of the Consultant's Representative. All employees identified in the Consultant's cost proposal shall be subject to approval by the City's Representative. Should the Consultant's Representative, or any associate or employee, be unable to complete his or her responsibility for any reason, the Consultant will replace the employee with a qualified person approved by the City. If the Consultant fails to make a required replacement within thirty (30) days, the City may terminate this Agreement as provided in Section 10.02 of this Agreement.

**1.06 *Correspondence Review.*** The Consultant shall furnish the City's Representative copies of each correspondence, if any, sent to the Contractor and to any regulatory agencies for approval and review prior to the mailing such correspondence.

**1.08 *Cooperation with the City.*** The Consultant agrees that its officers, associates, employees and subconsultants will cooperate with the City in providing services under this Agreement and will be, with advance notice, available for consultation with the City at such reasonable times as to not conflict with the City's other responsibilities.

## **SECTION TWO CITY RESPONSIBILITIES**

**2.01 *City Representative.*** The Director of Public Works or his authorized representative is hereby designated as the City's Representative with respect to this Agreement. The City's Representative shall have complete authority to transmit instructions, receive information, interpret and define the City's policies and decisions with respect to the services of the Consultant.

**2.02 *Review of Services and Documents.*** The services to be performed by the Consultant shall be subject to periodic review by the City's Representative. To prevent an unreasonable delay in the Project, the City's Representative will endeavor to examine and comment in writing on the documents including, without limitation, the plans, drawings and specifications furnished by the Consultant within twenty-one (21) days of receipt of such documents.

**2.03 *Access to Records.*** The City shall, without charge, furnish a copy to, or make available for examination or use by, the Consultant, as it may request, any documents and data which the City has available including, without limitation, reports, maps, plans, specifications, surveys, records, ordinances, codes, regulations, other documents related to the services required under this Agreement. The City shall assist the Consultant in obtaining data and documents from

public agencies and from private citizens and business firms whenever the City determines that such material is necessary for the completion of the services required by this Agreement.

**2.04 *Cooperation with Consultant.*** The City agrees that its officers and employees will cooperate with the Consultant in the performance of this Agreement and will be, with advance notice, available for consultation with the Consultant at such reasonable times as to not conflict with the Consultant's other responsibilities.

### **SECTION THREE CHANGES TO CONSULTANT'S SERVICES**

**3.01 *Requested Changes.*** The Director of Public Works or his authorized representative may at any time, by written order, make changes in the services to be performed by the Consultant under this Agreement.

**3.02 *Adjustment of Compensation.*** If the changes requested by the City cause an increase in the cost or time required for the Consultant to perform any of the services required hereunder, an equitable adjustment shall be made in the compensation to be paid to the Consultant under Section Seven, or in the time of performance under Section Eight, or both, and this Agreement shall be modified in writing accordingly. Any claim for adjustment under this Section must be asserted in writing within thirty (30) days from the date of receipt by the Consultant of written notification of the changes to the services to be provided by the Consultant unless the City grants in writing a further period of time. If final payment is made to the Consultant, the Consultant waives any right to seek any equitable adjustment in compensation with respect to that change.

### **SECTION FOUR ADDITIONAL SERVICES OF CONSULTANT**

**4.01 *Additional Services.*** The Consultant shall provide the additional services described in Exhibit "B" attached hereto if, and only if, so requested in writing by the City. Payment for the additional services will be made to the Consultant in accordance with Section Seven of this Agreement.

**4.02 *Attendance at Meetings or Public Hearings.*** The Consultant shall notify the City in advance of any additional costs which may be incurred prior to attending any meetings or public hearings as may be necessary to clarify the interpretation of the services performed by the Consultant under this Agreement.

### **SECTION FIVE SUBCONSULTANT AGREEMENT**

**5.01 *Sub-consultant Provisions.*** In the event that the Consultant with the approval of the City as required under Section 10.07 enters into an agreement with a subconsultant for the performance of any of its obligations hereunder, the following provisions shall be included in each subconsultant agreement:

(i) The Consultant agrees to pay the subconsultant when paid by the City for that portion of the services provided to the City and no liability shall arise on the part of the Consultant to the subconsultant for payment of the subconsultant services until payment has been made to the Contractor by the City. If the City has paid the Consultant for said subconsultant services, the subconsultant's only recourse is against the Consultant and not against the City, either through the institution of legal or equitable action or the attachment of any lien,

(ii) The sub-consultant shall have no more rights against the City than that of the Consultant,

(iii) The sub-consultant agrees to be bound by all the terms, conditions and obligation of this Agreement unless the City has approved any deviation, change or modification in writing, and

(iv) Unless otherwise approved by the City's Representative, the subconsultant will obtain and maintain professional liability insurance (Errors and Omissions coverage) in connection with the subconsultant services in an amount equal to that required of the Consultant as provided in subsection C of Section 10.05 of this Agreement.

## **SECTION SIX TERM OF AGREEMENT**

**6.01 Term.** This Agreement shall commence on the day it is approved by the City Council (which shall be inserted in the first paragraph set forth above) and shall remain in force and effect until the Project is completed unless the City serves upon the Consultant a thirty (30) day written Notice of Termination pursuant to Section 10.02. The termination of this Agreement shall not release either party from any of its continuing obligations hereunder.

**6.02 Disputes.** This Section shall not be construed to preclude the filing of any dispute arising out of the performance of this Agreement or in connection with the subject matter hereof, nor shall this Section be construed to change the date or the time on which a cause of action arising out of the performance of this Agreement or in connection with the subject matter hereof, would otherwise accrue under the statutes of limitation or doctrines of law.

## **SECTION SEVEN COMPENSATION AND TERMS OF PAYMENT**

**7.01 General.** At the time of approval of this Agreement by the City Council, the City agrees to set aside \$712,471.00 as the total compensation to be paid to the Consultant for the performance of this Agreement. In no event shall the total payments to the Consultant for the services (basic and additional services) provided under this Agreement exceed the aforementioned amount appropriated by the City.

**7.02 Compensation: Basic Services.** For the services set forth in Exhibit "A," the City shall pay to the Consultant the not to exceed sum of \$594,448.00 which sum represents

compensation for the labor, subcontractors and direct (non-labor) costs estimated in Exhibit "D" attached hereto. The amount of the aforementioned costs to be paid to the Consultant shall be based on the amount actually incurred by the Consultant. The fee to be paid to the Consultant shall be apportioned is also set forth in Exhibit "D" and is apportioned according to the completion of the deliverables identified in Exhibit "A."

**7.03 Compensation: Additional Services.** For the additional services set forth in Exhibit "B," the City shall pay to the Consultant a lump sum, or an hourly fee based upon the hourly rates set forth in Exhibit "D" attached hereto, whichever is approved in writing by the City's Representative. Such payment shall not exceed \$30,000 without the prior written approval of the City.

**7.04 Invoice.** An invoice shall be submitted to the City each month for the services provided during the previous month. An original invoice and one copy shall be provided to the City's Representative in the format of Exhibit "F" (Invoice Format) attached hereto. Payment shall be due within 45 days after the date of receipt and approval by the City's Representative of the monthly invoice. Failure to pay the Consultant within the 45 day period shall result in a one-half of one percent (1/2%) charge on the unpaid balance unless the City has notified the Consultant within the aforementioned period that it is disputing the amount due and owing under the invoice. Such disputes shall be handled as provided in Section 10.20A of this Agreement.

**7.05 Retention.** Upon approval, the City shall pay to the Consultant ninety-five percent (95%) of the amount of the monthly invoice with the remaining five percent (5%) being retained for the purpose set forth in Section 7.06 of this Agreement. The percentage of retention may be increased as provided in Section 8.03 of this Agreement.

**7.06 Right of Set-Off.** The City's Representative may subtract or offset the unpaid invoice from the Consultant any damages, costs and expenses caused by, resulting from, or arising out of the negligent act or omission of the Consultant in the performance of the services under this Agreement including, without limitation, negligent errors or deficiencies in the plans, drawings, specifications and other documents prepared by the Consultant. The City's Representative shall provide a written statement to the Consultant of the damages, costs and expenses which have been subtracted from any payment to the Consultant along with appropriate documentation and receipts, if any, and a description of the errors or deficiencies attributed to the Consultant. If the Consultant disputes the right or amount of the deduction made by the City, the Consultant may file a claim pursuant to Section 10.20 of this Agreement.

**7.07 Release of Retention.** Upon completion by the Consultant of design services required under this Agreement, acceptance of such services by the City (which acceptance will not be unreasonably withheld), the Consultant will, within forty-five (45) days, be paid the balance of any money due for such services, including the retained percentages.

**7.08 Final Payment.** Within thirty (30) days after the completion of Consultant's Services, the City shall make the final payment for any additional services which might have been provided by the Consultant.

## **SECTION EIGHT PERFORMANCE SCHEDULE**

**8.01 *Performance Schedule.*** The parties hereto have agreed to a general performance schedule (the "General Performance Schedule") which is set forth in Exhibit "E" attached hereto. Subsequent to the execution of this Agreement, the Consultant shall furnish to the City's Representative for approval a more detailed schedule of performance (herein the "Detailed Performance Schedule") to be attached hereto as Exhibit "E-1" no later than ten (10) days after Consultant receives written notice to proceed from the City's Representative. The Detailed Performance Schedule shall identify the time for each of the tasks set forth in Exhibit "A" attached hereto as the period of time that may reasonably be required to complete the tasks identified. The format of the Detailed Performance Schedule shall be based on a cost-loaded, task-oriented diagram. In preparing the Detailed Performance Schedule, the Consultant will provide (21) days for each document that is to be reviewed by the City.

**8.02 *Revised Performance Schedule.*** If the Consultant's performance is delayed or the sequence of tasks changed, the Consultant shall notify the City's Representative in writing of the reasons for the delay or the change. The Consultant shall then prepare a revised General and Detailed Performance Schedule for submission to and approval by the City's Representative.

**8.03 *Increase in Retention.*** If the Consultant is delayed solely by conditions within its control, as determined by the City after consultation with the Consultant, the City shall have the right to increase the amount of the retention up to 10 percent (10%) from the monthly payments under Section 7.05 of this Agreement until such time as the Consultant has complied with the General and Detailed Performance Schedule or presented an acceptable plan for such compliance.

## **SECTION NINE AUDIT: ACCESS TO RECORDS**

**9.01 *Records.*** The Consultant shall maintain books, records and other documents directly pertinent to performance of this Agreement in accordance with generally accepted accounting principles and practices. The Consultant shall also maintain the financial information and data used by the Consultant in the preparation or support of the invoices submitted to the City. Audits conducted pursuant to this provision shall be in accordance with generally accepted auditing standards, procedures and guidelines of the City, or its designated representative. The City, or its duly authorized representatives, shall have access to such books, records, and documents for the purpose of inspection, audit and copying. The Consultant will provide proper facilities for such access and inspection.

**9.02 *Disclosure.*** The Consultant agrees to the disclosure of the information and reports resulting from access to records pursuant to Section 9.01 of this Agreement above provided that the Consultant is afforded the opportunity for an audit entrance and exit conference and an opportunity to comment and submit any supporting documentation on the pertinent portions of the draft audit report, and that the final audit report will include written comments, if any, of the Consultant.

**9.03 *Period of Maintenance.*** The books, records and other documents under Sections 9.01 and 9.02 of this Agreement shall be maintained for three (3) years after the date of the final payment for the services under this Agreement. In addition, those records and other documents which relate to any arbitration, litigation or the settlement of any claim arising out of this Agreement, or to which an audit exception has been taken, shall be maintained and made available until three (3) years after the date that the arbitration, litigation or exception has been resolved.

**9.04 *Subcontract Provisions.*** The Consultant agrees to include Sections 9.01 through 9.03 of this Agreement in all its subcontracts directly related to performance of services specified in this Agreement which are in excess of \$10,000.

## **SECTION TEN MISCELLANEOUS PROVISIONS**

**10.01 *Suspension.*** The City may suspend performance by the Consultant under this Agreement for such period of time as the City, in its sole discretion, may prescribe by providing written notice to the Consultant at least ten (10) days prior to the effective date of the suspension. With such suspension, the City shall pay to the Consultant the amount of compensation, based on percentage of completion of the Project, earned until the effective date of suspension less all previous payments. The Consultant shall not provide any further services under this Agreement after the effective date of suspension until otherwise notified in writing by the City. In the event the City suspends performance by the Consultant for any cause other than the error or omission of the Consultant for an aggregate period in excess of thirty (30) days, the Consultant shall be entitled to an equitable adjustment of the compensation payable to the Consultant under this Agreement, including reimbursement to Consultant for additional costs occasioned as a result of such suspension of performance. In no event shall the City be liable to the Consultant for more than the percentage completed at the time of suspension.

**10.02 *Termination for Convenience.*** The City reserves the right to terminate this Agreement without cause or default on the part of the Consultant with the service of ten (10) days' prior written notification to the Consultant as provided in Section 10.18. In the event of termination, without cause or default, the City agrees to pay to the Consultant the reasonable value for the services performed as of the date that notification of termination is received by the Consultant.

**10.03 *Termination for Default.*** The occurrence of any of the following events shall constitute a default by the Consultant hereunder (herein "Event of Default"):

- (i) If the Consultant shall default in the due observance and performance of any material term, condition or covenant contained in this Agreement,
- (ii) If the Consultant shall (a) voluntarily terminate operations or consent to the appointment of a receiver, trustee or liquidator of the Consultant for all or a substantial portion of its assets, (b) be adjudicated bankrupt or insolvent or file a voluntary petition in

bankruptcy, or admit in writing to the inability to pay its debts as they become due, (c) make a general assignment for the benefit of creditors, (d) file a petition or answer seeking reorganization or an arrangement with creditors or take advantage of any insolvency law, or (e) if action shall be taken by the Consultant for the purpose of effecting any of the foregoing,

(iii) If any warrant, execution or other writ shall be issued or levied upon any property or assets of the Consultant and shall continue unvacated and in effect for a period of thirty (30) days, or

(iv) if the Consultant, in the judgment of the City, fails to provide the services hereunder properly and with proper dispatch in accordance with the time schedule set forth in Section Eight of this Agreement,

and if such Event of Default continues for five (5) days after written notice to the Consultant, the City may, without prejudice to any other remedy it may have at law or in equity, (a) terminate this Agreement, and finish this Agreement by such means as the City may see fit, reserving the right to deduct from any balance due the Consultant the reasonable and necessary cost of completing the performance of this Agreement with the remaining funds originally set aside and budgeted therefor and paying the excess, if any, to the Consultant and in the event the damages related to finishing the Consultant's work exceeds the balance due the Consultant, such deficiency shall be paid by the Consultant to the City within five (5) days of receipt of an invoice from the City, or (b) terminate this Agreement and all the obligations imposed hereunder, including the obligation of any further payment for the services of the Consultant except for the reasonable value for the services performed as of the date of receipt of the notice of termination. The cost and expense of completing this Agreement of the Consultant shall be computed and audited by the City's Representative. The audit shall be made in accordance with generally accepted accounting principles and the Consultant shall pay the costs of such audit.

It is expressly agreed that the City reserves the right to offset any and all claims made by the Consultant for payment of its fees or the reimbursement of additional costs incurred hereunder, with any claims that the City might have against the Consultant for failure to comply with any material terms, conditions or covenants of this Agreement.

**10.04 Ownership of Documents.** Any and all plans, drawings, specifications and other documents (including electronic media) prepared or assembled by the Consultant, or any of its subconsultants, which are related to the performance of this Agreement are deemed to be the property of the City. In the event of the completion or termination of this Agreement, the City shall be entitled to the original plans, drawings, specifications and other documents related to this Agreement not in its possession. The plans, drawings, specifications and other documents may be utilized by the City for its own use for which they were prepared, and for use on other projects which may have parts in common with the Project, but not for the construction of any other project. Any such re-use for other projects shall be at the City's sole risk, without liability to consultant.

**10.05 Insurance.** The Consultant shall procure and maintain, at its own expense, during the entire term of the Agreement, the following policies of insurance:

A. *Employers Insurance Company of Nevada (EICON)*. Such insurance shall protect the Consultant and the City from employee claims based on job-related sickness, disease, or accident.

B. *Comprehensive General Liability Insurance*. Such insurance shall protect the Consultant, its agents and vehicles used to provide the services required under this Agreement from claims of personal injury (including death) and property damage. Such coverage shall be in a minimum amount of \$1,000,000 for the period of time covered by this Agreement. The policy shall be endorsed to include the City as an additional insured party thereunder..

C. *Professional Liability Insurance (Errors and Omissions Coverage)*. Such insurance shall protect the Consultant from claims arising out of performance of professional services caused by a negligent act or omission for which the insured is legally liable. Such coverage shall be in a minimum amount of \$1,000,000 for the period of time covered by this Agreement.

D. *Cancellation or Modification of Coverage*. The Consultant's Comprehensive General Liability Policy shall automatically include or be endorsed to cover the Consultant's contractual liability to the City under this Agreement, to waive subrogation against the City, its officers, agents, servants and employees and the insurance certificate shall provide that the City will be given thirty (30) days' notice in writing of any cancellation of, or material change in, the policies.

E. *Certificates and Endorsements*. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer and licensed by the State of Nevada. No deductible or self-insured retention may exceed \$250,000 without the written approval of the City. Certificates indicating that such insurance is in effect shall be delivered to the City before any services are provided under this Agreement.

F. *Period of Coverage*. If the insurance coverage is underwritten on a "claims made" basis, the retroactive date shall be prior to or coincident with the date of this Agreement and the Certificate of Insurance shall state such coverage and the retroactive date. Upon availability, the Consultant shall maintain coverage for the duration of this Agreement and for two years following completion of this Agreement. The Consultant shall provide the City annually a Certificate of Insurance as evidence of such insurance.

**10.06 Indemnity.** Notwithstanding any of the insurance requirements set forth in Section 10.05, and not in lieu thereof, the Consultant shall protect, indemnify and hold the City, its officers, employees, and agents (herein the "Indemnitees") harmless from any and all claims, damages, losses, expenses, suits, actions, decrees, judgments, arbitration awards, attorney fees and court costs (herein the "Claims") which the Indemnitees, or any of them, may suffer as a result of, by reason of, or as a consequence of, the negligent act or omission of the Consultant, its subcontractors, agents or anyone employed by the Consultant, its subcontractors or agents, in the performance of this Agreement.

As part of its obligation hereunder, the Consultant shall, at its own expense, defend the Indemnitees against the Claims which may be brought against them, or any of them, result of, by reason of, or as a consequence of, any negligent act or omission of the Consultant, its subcontractors or agents, for and against which the Consultant is obligated to indemnify the Indemnitees based on comparative fault principals unless the Indemnitees, or any of them, elect to conduct their own defense which, in such case, shall not cause a waiver of the obligation of indemnification set forth herein. If the Consultant shall fail to do so, the Indemnitees, and each of them, shall have the right, but not the obligation, to defend the same and seek reimbursement for the costs of such defense (including attorney fees and court costs) from the Consultant that is attributable to Consultant's negligent acts or omissions.

**10.07 Assignment.** The City and the Consultant each bind itself and its partners, successors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party in respect to all covenants of this Agreement, except the Consultant shall not assign, sublet or transfer any obligation or benefit under this Agreement without the written consent of the City. Nothing contained herein shall be construed as creating any personal liability on the part of any officer or agent of the City.

**10.08 Waiver.** No consent or waiver, express or implied, by either party to this Agreement, or of any breach or default by the other in the performance of any obligations hereunder, shall be deemed or construed to be a consent or waiver of any other breach or default by such party hereunder. Failure on the part of any party hereto to complain of any act, or failure to act of the other party, or to declare that other party in default hereunder, irrespective of how long such failure continues, shall not constitute a waiver of the rights of such party hereunder. Inspection, payment, or tentative approval or acceptance by the City or the failure of the City to perform any inspection hereunder, shall not constitute a final acceptance of the work or any part thereof and shall not release the Consultant of any of its obligations hereunder.

**10.09 Consultant Warranties.** The Consultant hereby represents and warrants:

(i) That it is financially solvent, able to pay its debts as they mature, and is possessed of sufficient working capital to complete this Agreement; that it is experienced, qualified and is able to furnish the plant, tools, materials, supplies, equipment, facilities and personnel, and is experienced in and competent to perform the services contemplated by this Agreement, and that it is qualified to provide such services and is authorized to do business in the State of Nevada,

(ii) That it holds a license, permit or other special license to perform the services included in this Agreement, as required by law, or employs or works under the general supervision of the holder of such license, permit or special license,

(iii) That it is Year 2000 compliant which means that to the extent the performance of this Agreement is dependent upon the Consultant's computer operations, such computers will continue functioning without interruption, and will continue to accurately process data and information necessary to the performance of this Agreement, beyond December 31, 1999, and

(iv) That it has, pursuant to the requirements of Resolution 79-99 adopted by the City Council on August 4, 1999 (effective October 1, 1999) as amended by Resolution 105-99 (adopted by the City Council on November 17, 1999), disclosed on the form attached hereto as Exhibit "G", all of the principals, including partners, of the Consultant, as well as all persons and entities holding more than a one percent (1%) interest in the Consultant or any principals of the Consultant. If the Consultant, or its principals or partners, are required to provide disclosure under federal law (such as Securities and Exchange Commission or the Employee Retirement Income Act) and current copies of such federal disclosures are attached to Exhibit "G", the requirements of this Section shall be deemed satisfied. During the term of this Agreement, the Consultant shall notify the City in writing of any material change in the above disclosure on Exhibit "G" within 15 days of such change.

**10.10 *Consultant's Employees.*** The Consultant shall be responsible for maintaining satisfactory standards of employee competency, conduct and integrity, and shall be responsible for taking such disciplinary action with respect to its employees as may be necessary. In the event the Consultant fails to remove any employee from the contract work whom the City deems incompetent, careless or insubordinate, or whose continued employment on the work is deemed by the City to be contrary to the public interest, the City reserves the right to require such removal as a condition for the continuation of this Agreement.

**10.11 *Independent Contractor.*** It is hereby expressly agreed and understood that in the performance of the services required herein, the Consultant and any other person employed by him hereunder shall be deemed to be an independent contractor and not an agent or employee of the City.

**10.12 *Applicable Law.*** This Agreement shall be construed and interpreted in accordance with the laws of the State of Nevada.

**10.13 *Compliance with Laws.*** The Consultant shall in the performance of its obligations hereunder comply with all applicable laws, rules and regulations of all governmental authorities having jurisdiction over the performance of this Agreement including, without limitation, the Federal Occupational Health and Safety Act and all state and federal laws prohibiting and/or related to discrimination by reason of race, sex, age, religion or national origin.

**10.14 *Severability.*** In the event that any provisions of this Agreement shall be held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain valid and binding on the parties hereto.

**10.15 *Confidentiality.*** The Consultant shall treat the information relating to the Project, which has been produced by the Consultant or provided by the City as confidential and proprietary information of the City and shall not permit its release to other parties or make any public announcement or publicity release without the City's written authorization. The Consultant shall also require subcontractors to comply with this requirement.

It is hereby agreed that the following information is not considered to be confidential under this Agreement:

- a) Information already in the public domain;
- b) Information disclosed to Consultant by a third party who is not under a confidentiality obligation;
- c) Information developed by or in the custody of Consultant before entering into this Agreement;
- d) Information developed by Consultant through its work with other clients; and
- e) Information required to be disclosed by operation of law, including but not limited to, order of court or governmental agency.

**10.16 *Site Inspection.*** The Consultant represents that it has visited the location of the Project and has satisfied itself as to the general condition thereof and that the Consultant's compensation as provided for in the Agreement is just and reasonable compensation for performance hereunder including reasonably foreseen and foreseeable risks, hazards and difficulties in connection therewith based on such above-ground observations.

**10.17 *Modification.*** All modification or amendments to this Agreement are null and void unless reduced in writing and signed by the parties hereto.

**10.18 *Notice.*** Any notice required to be given hereunder shall be deemed to have been given when the notice is (i) received by the party to whom it is directed by personal service, (ii) telephonically faxed to the telephone number below provided confirmation of transmission is received thereof, or (iii) deposited as registered or certified mail, return receipt requested with the United States Postal Service, addressed as follows:

TO CITY:

John Bettencourt, P.E.  
City of Las Vegas  
400 East Stewart Avenue  
Las Vegas, Nevada 89101

Fax: (702) 382-3232

TO CONSULTANT:

Matt Chapman, P.E.  
HDR Engineering, Inc.  
770 E. Warm Springs Rd., Suite 360  
Las Vegas, NV 89119

Fax: (702) 938-6060

**10.19 *Prohibition Against Contingent Fees.*** The Consultant represents and warrants that no person or entity has been employed or retained to solicit or secure this Agreement with the Agreement or understanding that a commission, percentage, brokerage or contingent fee would be paid to that person. For breach or violation of this provision, the City shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the

compensation to be paid to the Consultant, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

#### **10.20 *Dispute Resolution.***

A. *Fee Dispute.* Any fee dispute arising under this Agreement which is not disposed of by mutual agreement between the parties shall be decided by the City Manager, whose decision shall be reduced to writing and mailed or otherwise furnish a copy thereof, to the Consultant. The decision of the City Manager shall be final and conclusive unless, within thirty (30) days after the date on which the Consultant receives its copy of such decision, the Consultant mails or otherwise furnishes to the City Manager a written appeal from the decision, addressed to the City Council in care of the Director of Public Works. The decision of the City Council, or its duly authorized representative for the determination of any such appeal, shall be final unless a written notice of its intent to file a lawsuit in a court of competent jurisdiction is furnished or mailed to the City within (30) days after the date on which consultant receives its copy of the City council's decision. The Consultant shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending the final decision of a dispute hereunder, the Consultant shall proceed diligently with the performance of work to be performed under this Agreement and in accordance with the City Manager's decision.

If, during the performance of this Agreement, a dispute arises between the parties as to whether the services provided by the Consultant are basic services, or services entitled to additional compensation, the Consultant agrees to notify the City prior to providing such services of the Consultant's intent to seek additional compensation as provided in this Section. Such notice shall be for the purpose of affording the City the opportunity to monitor and verify the performance of the additional services and failure to provide the City with such notice shall constitute a waiver of such claim.

B. *Non-Fee Disputes.* All non-fee claims, disputes and other matters in question between the parties to this Agreement arising out of or relating to the performance of this Agreement or the breach thereof, may, upon the agreement of the parties, be decided by arbitration in accordance with the arbitration rules of the Nevada Arbitration Association or the American Arbitration Association then existing unless the parties mutually agree otherwise. Any arbitration arising out of or relating to this Agreement may include, by consolidation, joinder or in any other manner, any additional person not a party to this Agreement if so requested by either party to this Agreement. Any consent to arbitration involving an additional person or persons shall not constitute consent to arbitration of any dispute not described therein. This agreement to arbitrate with an additional person or persons, and any decision resulting therefrom, shall be binding and enforceable under the prevailing arbitration laws of the State of Nevada

If the Consultant is named as an additional party by the City, the Consultant shall not be entitled to any additional compensation from the City as a result of preparing for, and participating in the arbitration.

C. *Notice of Claim.* In order for the Consultant to be able to arbitrate any claim, dispute or other matter in question between the parties, written notice must be given to the City within sixty (60) days after the claim, dispute or other matter arises. In order for the City to be able to arbitrate any claim, dispute or other matter in question between the parties, written notice must be given to the Consultant within sixty (60) days after the claim, dispute or other matter arises. The purpose of such notification is to place the other party on notice so that proper measures can be taken to properly defend against such claim, dispute or other matter, and the failure to give such notice shall preclude the party desiring arbitration from subsequently arbitrating that particular claim, dispute or other matter.

D. *Notice of Arbitration.* The filing of the aforementioned written notice shall preserve that party's right to arbitration, but shall not obligate the party to proceed with arbitration. In the event that either party desires to proceed with the arbitration of any claim, dispute, or other matter with respect to which such notice has been given, a written demand for arbitration shall be filed in writing with the other party and with the American Arbitration Association or the Nevada Arbitration Association within sixty (60) days after the filing of the Certificate of Substantial Completion with respect to the Project, and the failure to make such demand shall forever bar such claim, dispute or other matter from being arbitrated.

E. *Discovery.* In the event of arbitration, it is agreed by the parties hereto that all means of discovery including, but not limited to, depositions and interrogatories will be afforded to the parties involved in the arbitration, and the appointed arbitrator shall have all authority to impose sanctions against either party for failing to comply with the rules of discovery provided under the Nevada Rules of Civil Procedure.

F. *Award Final.* The award rendered by the arbitrator shall be final, and judgment may be entered upon its accordance with applicable law in any court having jurisdiction thereof.

G. *Mediation.* By mutual written consent, in addition to and prior to arbitration, the parties may endeavor to settle disputes by mediation in accordance with the current mediation rules of the Nevada Arbitration Association or the American Arbitration Association. The sixty (60) day requirement for notice of arbitration shall be tolled between the dates of: (1) either party's receipt of a written request for mediation from the other party hereto; and (2) the requesting party's receipt of a written rejection of its request, or if not rejected, completion of the mediation itself.

10.21 *Attorney Fees.* The prevailing party in any litigation or arbitration brought to enforce the provisions of this Agreement shall be entitled to reasonable attorney fees and costs.

10.22 *Calendar Day.* All references in this Agreement to days are to calendar days unless otherwise indicated.

10.23 *Exhibits.* All exhibits referenced in this Agreement are hereby incorporated as a part of this Agreement.

**10.24 Agreements Version.** This Agreement utilizes the City's standard form updated as of December 11, 2000.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year first above written.

CITY OF LAS VEGAS

By: \_\_\_\_\_  
OSCAR B. GOODMAN, Mayor

"City"

ATTEST:

\_\_\_\_\_  
BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM:

Robert S. Sylvain 6-6-06  
Robert S. Sylvain      Date  
Deputy City Attorney

\_\_\_\_\_  
By: Lolene J. Terny  
Its: Vice President

"Consultant"

## **EXHIBITS**

<b>Exhibit “A”</b>	<b>Scope of Services (Sections 1.01, 7.02, 8.01)</b>
<b>Exhibit “B”</b>	<b>Additional Services (Sections 1.01, 4.01, 7.03)</b>
<b>Exhibit “C”</b>	<b>Manhour Estimates (Section 7.02)</b>
<b>Exhibit “D”</b>	<b>Cost Derivative and Hourly Fee Schedule (Sections 7.02, 7.03)</b>
<b>Exhibit “E”</b>	<b>General Performance Schedule (Section 8.01)</b>
<b>Exhibit “E-1”</b>	<b>Detailed Performance Schedule (Section 8.01)</b>
<b>Exhibit “F”</b>	<b>Invoice Format (Section 7.04)</b>
<b>Exhibit “G”</b>	<b>Disclosure of Principals (Section 10.09D)</b>

## Exhibit A

### **Scope of Work Effluent Filter Reliability Improvements and Other Maintenance Improvements**

The filter influent valves isolate and modulate to control the flow rate to each filter. These valves require periodic maintenance. The existing piping configuration requires shutting down all filters when removing or accessing any one filter influent valve. The need for using the filters is seasonal; however, in the future the filters will be used throughout the year. There is a need to make modifications to the piping to the filters that provides the ability to perform valve preventive maintenance and other filter maintenance activities without having to shut the filters down. There is an opportunity to make the required piping modifications this fall during the period of November 1, 2006 thru February 28, 2007 when the filters are off-line. In addition to making the piping modifications, the plant staff have identified other items that should also be investigated so that their recommended modifications can be included as part of the work to modify the filter piping. These separate items include:

1. The filter pumping station wet well has leaks that require evaluation and repair.
2. The Filter Influent Pumps have been recently tested for amperage draws at full load. The resulting data indicated variances that need to be investigated further. A review of the pumps' operation and retesting is required.
3. The existing polymer system for the original 19 filters has not been used since start-up. Improvements to the polymer system were not included as part of the recent plant expansion which converted the 10 contact clarifiers to final filters. It is anticipated that polymer addition will be required at times throughout the year.
4. There are other items that need to be addressed as part of this work to prepare the filters for operation throughout the year. These items include:
  - 4.1. The grating at the top of the head tank has support angles that have broken from the wall. The plant staff has placed diamond plate on top of the grating as a temporary measure. The support angles need to be repaired.
  - 4.2. The filter level probe transmitters and high level float switches need to be raised on all filters to prevent the devices from being submerged during a non normal high water occurrence.
  - 4.3. The filter effluent venturi meters that were installed with the original filters have taps on top and bottom of the device. The bottom ports on the instrument device get clogged from time to time. The new effluent venture meters have the filter taps installed horizontally and this maintenance problem does not occur. The older venture meters are to be investigated to determine if they can be re-orientated to match the configuration of the new venturi meters.
  - 4.4. Chlorine Contact Basin Gate No. 1 is not working properly. The gate needs to be repaired.

The scope of Work which follows evaluates and recommends piping configuration modifications that will permit removal of a filter influent valve while continuing treatment by other filters. The work scope also investigates the other items that need to be rehabilitated as part of the effort to prepare the filters for operation throughout the year.

Recommendations will be made and design of the improvements required will be provided in the preparation of Contract Documents for bidding the work for construction by the Consultant.. It is assumed that there will be one Construction Contract and one Prepurchase Contract. The Prepurchase Contract will be used to procure special valves and piping that need to be delivered to the Project early to allow the Construction Contractor to work on the Project within the limited time period that the filters can be taken out of service. Bidding services will be provided by the Consultant to assist the City in bidding the Construction Contract and Prepurchase Contract, evaluating the bids and awarding the Construction Contract and Prepurchase Contract. Services during construction provided by the Consultant include normal construction administration services during construction for both the Construction Contract and the Prepurchase Contract. Limited site visits by the Consultant to observe construction are included. Actual field services for observing the daily construction activities and documentation of the work for the Project is provided by the City's Resident Project Representative. On-site clerical support to the City's Resident Project Representative is provided by the Consultant.

Consultant shall perform the following items of work:

A. Predesign Report

1. Conduct a kickoff meeting describing the activities to be performed, the participants who will perform the work, and the work schedule. A project guide describing these items will be distributed.
2. Filter influent valves.
  - 2.1. Using the "as-built" documents, develop an alternative configuration to enable removing a valve from service while continuing to provide effluent filtration with other filters.
  - 2.2. Contact valve manufacturers and pipe suppliers to determine lead time required to get items on site.
  - 2.3. Prepare sketches and details for the piping configuration alternative.
  - 2.4. Prepare an opinion of the probable construction cost and construction schedule..
  - 2.5. Summarize the timeline requirements for submittal and approval of shop drawings for valves and piping and time to fabricate under a prepurchase contract for the Project.
3. Filter pump station wet well leaks.
  - 3.1. Review history and remediation actions already taken relative to the leaks and sources of the leaks in the filter pumping station.
  - 3.2. Identify possible alternative restoration and sealing methods to stop the leaks and repair any concrete deterioration. Determine appropriate budgetary cost allocation that should be assigned to alternatives. These alternatives will be developed further during the design phase to incorporate as bid alternatives in the contractors bid for the Project.
  - 3.3. Prepare a summary of findings completed under this task that can be implemented during the Design Phase

4. Review Filter Influent Pumps' operation.
  - 4.1. Review maintenance records and pump testing data.
  - 4.2. Prepare a field testing program for the pumps.
  - 4.3. Summarize findings and outline program for performance of pump testing during the design phase
5. Grating support on top of head tank.
  - 5.1. Investigate support angles to determine cause of bracket becoming loose.
  - 5.2. Evaluate alternatives to repair brackets
  - 5.3. Prepare sketches to describe the alternatives that are considered to repair the support bracket and associated costs.
  - 5.4. Prepare an opinion of the probable construction cost and construction schedule for each alternative.
6. Polymer system
  - 6.1. Investigate the existing polymer mixing and metering pumps to determine if the existing system can be upgraded to meet future conditions anticipated.
  - 6.2. Identify different alternatives for injecting polymer into the filter influent system that will allow for even dispersion of the polymer to all of the filters.
  - 6.3. Prepare sketches to describe the alternatives that are considered.
  - 6.4. Prepare an opinion of the probable construction cost and construction schedule for each alternative..
7. Filter instrumentation
  - 7.1. Evaluate what has been done on Filters No. 1 and No. 2 by the City staff to correct problems with filter level probe transmitters and high float level switches to keep conduits from flooding during unusual high water event.
  - 7.2. Prepare sketches to describe the work performed by the City..
  - 7.3. Prepare an opinion of the probable construction cost and construction schedule.
8. Filter effluent venturi meters
  - 8.1. Obtain shop drawings and operations and maintenance manual for original filter effluent venture meters and review information.
  - 8.2. Contact venturi manufacturer to determine if instrument can be re-orientated to align the taps in a horizontal plane.
  - 8.3. Prepare sketches to describe work required in repositioning of venturi pressure taps.
  - 8.4. Prepare an opinion of the probable construction cost and construction schedule.
9. Chlorine Contact Basin Gate No. 1
  - 9.1. Observe gate in the field and determine what the operational problems are.
  - 9.2. Contact gate manufacturer to discuss operational problems and obtain recommendations for repairing gate.
  - 9.3. Summarize findings for further development of remedial action during the design phase.
10. Conduct a meeting with the City to describe and discuss the alternatives. Prepare and distribute meeting minutes summarizing the discussions from the meeting

11. Prepare a Predesign report including the evaluations and descriptions of each alternative and the recommended alternative to be implemented. Report is to assume that prepurchase of valves and piping to be replaced is an acceptable method to allow the contractor to meet the available time for working on the filters from November 1 thru February 28. Alternatives for sequencing the work will be presented that allow for completion of all of the work that needs to be accessible during the period when the filters are out of service.

B. Design Phase

1. Completion of tasks started during the Predesign Phase and identified as being completed during the Design Phase.
  - 1.1. Review Filter Influent Pumps' Operation
    - 1.1.1. Use summary prepared in Paragraph A 4.4 of Exhibit A as a guide for implementation during the Design Phase.
    - 1.1.2. Review piping and valves associated with control system for the pumps to confirm proper operation.
    - 1.1.3. Perform pump tests. Assumption is made that City will provide operations and maintenance staff to assist in pump tests and that equipment such as amp probes and pressure gages will be provided by City.
    - 1.1.4. Consultant to analyze pump test data
    - 1.1.5. Recommend necessary steps that should be taken to assure that the pumps can be operated at full capacity
    - 1.1.6. Prepare a report of the findings and present report to the City.
  - 1.2. Chlorine Contact Basin Gate No. 1
    - 1.2.1. Use summary prepared in Paragraph A 9.3 of Exhibit A as a guide for implementation during the Design Phase.
    - 1.2.2. Determine other alternatives to repair gate so that it operates satisfactorily.
    - 1.2.3. Incorporate the selected alternative to repair the gate into the design documents for bidding the Project.
2. Conduct dimensional survey of structures and piping for use in preparing plans and specifications for the selected alternative.
3. Prepare drawings and specifications for selected alternatives presented in the Pre-Design Report.
4. Submit drawings and specifications to City for comment.
5. Submit drawings and specifications to NDEP for review and comment.
6. Respond to comments in writing from City and NDEP.
7. Finalize drawings and specifications for bidding.
8. Prepare separate contract package for prepurchase of valves, piping and other components that are identified as time critical for the successful completion of the construction contract and that should be made available to the successful contractor bidding the work at the start of his contract.
9. The number of contracts that have been assumed include the following:
  - 9.1. One construction contract for installing and completing all of the work described in this Agreement and as authorized by the City.

- 9.2. One prepurchase contract for the provision of valves and piping that are critical to the work designed under this Agreement and as authorized by the City..
10. If more construction contracts or prepurchase contracts are required, the Consultant shall be entitled to an equitable increase in its compensation under this Agreement.

#### C. Bidding Phase

1. Construction Contract
  - 1.1. Assist City in obtaining bids for the construction contract
  - 1.2. Issue Addenda as appropriate to clarify, correct, or change the Bidding Documents
  - 1.3. Attend the Bid opening, prepare Bid tabulation sheets, and assist City in evaluating Bids or proposals and in assembling and awarding a contract for the Construction Contract.
2. Prepurchase Contract
  - 2.1. Assist City in obtaining bids for prepurchase of equipment and materials that need to be available for Contractor when he has a Notice to Proceed.
  - 2.2. Issue Addenda as appropriate to clarify, correct, or change the Prepurchase Bidding Documents.
  - 2.3. Attend the Prepurchase Bid opening and assist City in evaluating Bids or proposals and in assembling and awarding a contract for Prepurchase of Equipment and Materials.

#### D. Construction Phase

1. *General Administration of Construction Contract and Prepurchase Contract.* Consult with City and act as City's representative as provided in the Agreement and General Conditions for both the Construction Contract and the Prepurchase Contract. The extent and limitations of the duties, responsibilities and authority of Consultant as assigned in said Agreement and General Conditions for each Contract shall not be modified, except as Consultant may otherwise agree in writing. All of City's instructions to each Contractor will be issued through Consultant, who shall have authority to act on behalf of City in dealings with the Contractors to the extent provided in this Agreement and said General Conditions except as otherwise provided in writing.
2. *Pre-Construction Conference.* Participate in a Pre-Construction Conference prior to commencement of Work at the Site for both Contracts.
3. *Visits to Site and Observation of Construction.*
  - 3.1. Visit the Site at intervals appropriate to the various stages of construction, as Consultant deems necessary, in order to observe as an experienced and qualified design professional the progress and quality of the Work. Such visits and observations by Consultant, are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress or to involve detailed inspections of Contractor's work in progress beyond the responsibilities specifically assigned to Consultant in this Agreement and the Contract Documents, but rather are to be limited to spot checking,

selective sampling, and similar methods of general observation of the Work based on Consultant's exercise of professional judgment, as assisted by the City's Resident Project Representative. Based on information obtained during such visits and such observations, Consultant will determine in general if Contractor's work is proceeding in accordance with the Contract Documents. The Consultant shall provide written documentation of the periodic field observations to the City's Resident Project Representative. It is assumed that there will be a total of twelve (12) site visits made by the Consultant during the Project.

- 3.2. The purpose of Consultant's visits to the Site, will be to enable Consultant to better carry out the duties and responsibilities assigned to and undertaken by Consultant during the Construction Phase, and, in addition, by the exercise of Consultant's efforts as an experienced and qualified design professional, to provide for the City a greater degree of confidence that the completed Work will conform in general to the Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Consultant shall not, during such visits or as a result of such observations of Contractor's Work in progress, supervise, direct, or have control over Contractor's Work, nor shall Consultant have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety on the Site, for safety precautions and programs incident to Contractor's Work, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Consultant neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.
4. *Defective Work.* Consultant will have the authority to reject work while it is in progress if, on the basis of such observations, Consultant believes that such work will not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. However, neither Consultant's authority to reject work nor Consultant's decision to exercise or not exercise such authority shall give rise to a duty or responsibility of the Consultant to Contractors, Subcontractors, material and equipment suppliers, their agents or employees, or any other persons or entities performing any of the Work, including but not limited to any duty or responsibility for Contractor's safety precautions and programs incident to the Work
5. *Clarifications and Interpretations; Field Orders.* Issue necessary clarifications and interpretations of the Contract Documents as appropriate for the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Consultant may issue Field Orders authorizing minor variations from the requirements of the Contract Documents.

6. *Change Orders and Work Change Directives.* Recommend Change Orders and Work Change Directives to City, as appropriate, and prepare Change Orders and Work Change Directives as required
7. *Shop Drawings and Samples.* Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto. Consultant has an obligation to meet any Contractor's submittal schedule that has earlier been acceptable to Consultant.
8. *Substitutes and "or-equal."* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor.
9. *Disagreements between City and Contractor.* Render formal written decisions on all claims of City and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of Contractor's work. In rendering such decisions, Consultant shall be fair and not show partiality to City or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.
10. *Applications for Payment.* Based on Consultant's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation, including reports and documents provided by the City's Resident Project Representative:
  - 10.1. Determine the amounts that Consultant recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute Consultant's representation to City, based on such observations and review, that, to the best of Consultant's knowledge, information and belief, Contractor's work has progressed to the point indicated, the quality of such work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Consultant's responsibility to observe Contractor's work.
  - 10.2. By recommending any payment, Consultant shall not thereby be deemed to have represented that observations made by Consultant to check the quality or quantity of Contractor's work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Consultant in this Agreement and the Contract Documents. Neither Consultant's review of Contractor's work for the purposes of recommending payments nor Consultant's recommendation of any payment including final payment will impose on Consultant responsibility to supervise, direct, or control Contractor's work in progress

or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Consultant to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the work in progress, materials, or equipment has passed to City free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between City and Contractor that might affect the amount that should be paid.

11. *Contractor's Completion Documents.*

11.1. Receive and review maintenance and operating instructions, schedules, and guarantees.

11.2. Receive bonds, certificates, or other evidence of insurance not previously submitted and required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, Samples and other data approved as provided under Paragraph D 7 of this Exhibit A, and the annotated record documents which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment.

11.3. Consultant shall transmit these documents to City.

12. *Substantial Completion.* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with City and Contractor, conduct an inspection to determine if the Work is Substantially Complete. If after considering any objections of City, Consultant considers the Work Substantially Complete, Consultant shall deliver a certificate of Substantial Completion to City and Contractor.

13. *Final Notice of Acceptability of the Work.* Conduct a final inspection to determine if the completed Work of Contractor is acceptable so that Consultant may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Consultant shall also provide a notice that the Work is acceptable to the best of Consultant's knowledge, information, and belief and based on the extent of the services provided by Consultant under this Agreement.

14. *Limitation of Responsibilities.* Consultant shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing any of the Work. Consultant shall not be responsible for failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.

15. *As-Built Drawings.* Prepare final record drawings that conform to construction records and furnish the City with a reproducible set of drawings. The record drawings used to prepare the final record drawings shall be kept up-to-date during construction. Delivery of prints to be completed within 90 days of final completion of last construction contract.

16. *O&M Manual.* Consultant shall update the existing City manual to reflect the modifications to the filtration facilities. The manual updates will be provided no

later than 90 days after completion of the construction of the Project. Startup assistance and training is NOT included in this Scope of Work

17. *Geotechnical and Materials Testing Services.* The Consultant will provide the followings services under Exhibit B as Additional Services.
  - 17.1. Provide on-site observation of helical pier installation to determine compliance with Contract Document.
  - 17.2. Perform the material testing indicated in the Contract Documents to be done by the City in the number and frequency indicated therein.
18. *Control Loop Diagrams.* Consultant will develop applicable control loop diagrams in compliance with City standard drawing format. It is anticipated that there will be 20 loop drawings created.
19. *Assistance to City in Providing Support to City Resident Project Representative*
  - 19.1. Consultant shall prepare a Resident Project Representative (RPR) Guide for the City which summarizes the duties and responsibilities of the City's RPR.
  - 19.2. The Consultant will present RPR Guide to the City's staff at a workshop.
  - 19.3. The Consultant will provide clerical services in the field to the City's RPR staff to assist in project filing and documentation of the construction activities.
  - 19.4. The furnishing of a RPR Guide and clerical services to the City's RPR will not extend Consultant's responsibilities or authority beyond the specific limits set forth elsewhere in this Agreement

E. Resident Project Representative (RPR).

The City will provide the Resident Project Representative services at the site for the Project.

F. SCADA and System Integration Assistance.

1. Contract with City's integration consultant, Honeywell, to provide services during construction.
2. Provide liaison and management of SCADA and system integration subconsultants.
3. Provide general construction engineering services for SCADA and instrumentation portions of the project.

G. Project Management.

1. Consultant shall develop a project guide for coordination among project team and City.
2. Implement Consultant's program for quality assurance/quality control.
3. Prepare monthly status reports along with invoices for services performed.
4. Attend monthly project status meeting with City.

## **Exhibit B**

### **Additional Services Effluent Filter Reliability Improvements and Other Maintenance Improvements**

#### **Additional Services Requiring City's Written Authorization**

- A. If authorized in writing by City, Consultant shall furnish or obtain from others Additional Services of the types listed below.
  - 1. Wet Well Modifications
    - 1.1. Use summary prepared in Paragraph A 3.3 of Exhibit A as a guide for implementation during the Design Phase.
    - 1.2. Develop the identified alternatives for restoration and sealing methods to stop the leaks and repair any concrete deterioration. The alternatives developed during the design phase will be brought to a level of detail that allows them to be incorporated into the bidding documents as bid alternatives with a cost allocation assigned to each alternative
    - 1.3. After award of the Construction Contract, work with the Construction Contractor to develop a remedial action program for the wet wells.
    - 1.4. The wet well will be dewatered to allow observation of the leak and based on the observations, leak repair methods using the components identified in the bid alternatives for this work will be developed.
    - 1.5. A remedial action will be developed and negotiated with the Contractor using the cost items identified in the bid alternatives as a cost basis.
    - 1.6. The agreed to remedial action will be incorporated in the construction contract as a change order.
    - 1.7. The construction costs for this remedial work have been included in the total bid for the project. This change order will authorize the appropriate costs for doing the work from the total of the funds identified and allocated in the bid alternatives.
  - 2. Other services performed or furnished by Consultant include Action Items. Action Items are considered as additional engineering work tasks that may be requested from time to time by the City during the period of the Agreement. Authorization for each task to be performed by the Consultant will be made by the City.
  - 3. Subcontract for inspection services for field welding, soils testing and concrete testing.

EXHIBIT C - Manhour Estimates  
EXHIBIT D - Hourly Fee Schedule

1 COST OR PRICE SUMMARY FOR SUBAGREEMENTS UNDER U.S. EPA GRANTS				Form Approved	
2 (See accompanying instructions before completing this form)				OMB No. 158-RO144	
3 PART I - GENERAL					
4 1. GRANTEE			2. GRANT NUMBER		
5 City of Las Vegas					
6 3. NAME OF CONTRACTOR OR SUBCONTRACTOR			4. DATE OF PROPOSAL		
7 HDR Engineering, Inc.			5/23/2006		
8 5. ADDRESS OF CONTRACTOR OR SUBCONTRACTOR			6. TYPE OF SERVICE:		
9 770 E. Warm Springs Rd., Suite 360			WPCF FILTRATION FACILITY MODIFICATIONS		
10 Las Vegas, NV 89119			Part A - Predesign Report		
12 PART II - COST SUMMARY					
13 7. DIRECT LABOR		EST	HOURLY	ESTIMATED	TOTALS
		HOURS	RATE	COST	
15 Principal		0	61.00	0	
16 Tech Advisor-QA/QC		8	84.00	672	
17 Project Manager		16	55.00	880	
18 Task Manager		38	77.00	2,926	
19 Staff Engineer		78	33.00	2,574	
20 Structural Engineer		22	53.00	1,166	
21 Mechanical Engineer		0	50.00	0	
22 Electrical Engineer		14	54.00	756	
23 Controls Engineer		12	49.00	588	
24 Resident Project Representative		0	45.00	0	
25 Clerical		24	19.00	456	
26 CADD Technican		30	28.00	840	
27 DIRECT LABOR TOTAL					\$10,858
28 8. INDIRECT COSTS		RATE	* BASE =	ESTIMATED	
29				COST	
30 Overhead		1.75	10,858	19,002	
31					
32					
33 INDIRECT COSTS TOTAL					\$19,002
34 9. OTHER DIRECT COSTS					
35 a. TRAVEL				ESTIMATED	
36				COST	
37 (1) TRANSPORTATION					
38 (1) PER DIEM					
39 TRAVEL SUBTOTAL				0	
40 b. EQUIPMENT, MATERIALS, SUPPLIES				ESTIMATED	
41				COST	
42 Mail/copies				400	
43 Miscellaneous				1,600	
44 Computers				992	
45					
46 EQUIPMENT SUBTOTAL				2,992	
47 c. SUBCONTRACTS				ESTIMATED	
48				COST	
49					
50					
51					
52					
53					
54				0	
55 d. OTHER				ESTIMATED	
56				COST	
57					
58					
59 OTHER SUBTOTAL				0	
60 OTHER DIRECT COSTS TOTAL					\$2,992
61 10. TOTAL ESTIMATED COST					\$32,852
62 11. PROFIT (15% of 7&8, 5.0% of 9c)					\$4,629
63 12. TOTAL PRICE					\$37,481

EXHIBIT C - Manhour Estimates  
EXHIBIT D - Hourly Fee Schedule

1	<b>COST OR PRICE SUMMARY FOR SUBAGREEMENTS UNDER U.S. EPA GRANTS</b>				Form Approved
2	(See accompanying instructions before completing this form)				OMB No. 158-RO144
3	<b>PART I - GENERAL</b>				
4	1. GRANTEE		2. GRANT NUMBER		
5	City of Las Vegas				
6	3. NAME OF CONTRACTOR OR SUBCONTRACTOR		4. DATE OF PROPOSAL		
7	HDR Engineering, Inc.		5/23/2006		
8	5. ADDRESS OF CONTRACTOR OR SUBCONTRACTOR		6. TYPE OF SERVICE:		
9	770 E. Warm Springs Rd., Suite 360		WPCF FILTRATION FACILITY MODIFICATIONS		
10	Las Vegas, NV 89119		Part B - Design Documents		
11					
12	<b>PART II - COST SUMMARY</b>				
13	7. DIRECT LABOR	EST HOURS	HOURLY RATE	ESTIMATED COST	TOTALS
14	Principal	0	61.00	0	
15	Tech Advisor-QA/QC	44	84.00	3,696	
16	Project Manager	93	55.00	5,115	
17	Task Manager	120	77.00	9,240	
18	Staff Engineer	606	33.00	19,998	
19	Structural Engineer	40	53.00	2,120	
20	Mechanical Engineer	0	50.00	0	
21	Electrical Engineer	50	54.00	2,700	
22	Controls Engineer	40	49.00	1,960	
23	Resident Project Representative	0	45.00	0	
24	Clerical	124	19.00	2,356	
25	CADD Technican	470	28.00	13,160	
26	DIRECT LABOR TOTAL				\$60,345
27	8. INDIRECT COSTS	RATE	* BASE =	ESTIMATED COST	
28	Overhead	1.75	60,345	105,604	
29					
30					
31	INDIRECT COSTS TOTAL				\$105,604
32					
33	9. OTHER DIRECT COSTS				
34	a. TRAVEL			ESTIMATED COST	
35	(1) TRANSPORTATION				
36	(1) PER DIEM				
37	TRAVEL SUBTOTAL			0	
38	b. EQUIPMENT, MATERIALS, SUPPLIES			ESTIMATED COST	
39	Mail/copies			3,600	
40	Miscellaneous			300	
41	Computers	1,587	4.10	6,507	
42	EQUIPMENT SUBTOTAL			10,407	
43	c. SUBCONTRACTS			ESTIMATED COST	
44					
45					
46					
47					
48					
49					
50					
51					
52					
53					
54				0	
55	d. OTHER			ESTIMATED COST	
56					
57					
58					
59	OTHER SUBTOTAL			0	
60	OTHER DIRECT COSTS TOTAL			\$10,407	
61	10. TOTAL ESTIMATED COST			\$176,356	
62	11. PROFIT (15% of 7&8, 5.0% of 9c)			\$25,413	
63	12. TOTAL PRICE			\$201,769	

EXHIBIT C - Manhour Estimates  
EXHIBIT D - Hourly Fee Schedule

1 COST OR PRICE SUMMARY FOR SUBAGREEMENTS UNDER U.S. EPA GRANTS				Form Approved	
2 (See accompanying instructions before completing this form)				OMB No. 158-RO144	
3 PART I - GENERAL					
4 1. GRANTEE			2. GRANT NUMBER		
5 City of Las Vegas					
6 3. NAME OF CONTRACTOR OR SUBCONTRACTOR			4. DATE OF PROPOSAL		
7 HDR Engineering, Inc.			5/23/2006		
8 5. ADDRESS OF CONTRACTOR OR SUBCONTRACTOR			6. TYPE OF SERVICE:		
9 770 E. Warm Springs Rd., Suite 360			WPCF FILTRATION FACILITY MODIFICATIONS		
10 Las Vegas, NV 89119			Part C - Bidding Services		
11					
12 PART II - COST SUMMARY					
13 7. DIRECT LABOR		EST	HOURLY	ESTIMATED	TOTALS
		HOURS	RATE	COST	
15 Principal		0	61.00	0	
16 Tech Advisor-QA/QC		0	84.00	0	
17 Project Manager		20	55.00	1,100	
18 Task Manager		32	77.00	2,464	
19 Staff Engineer		120	33.00	3,960	
20 Structural Engineer		0	53.00	0	
21 Mechanical Engineer		0	50.00	0	
22 Electrical Engineer		0	54.00	0	
23 Controls Engineer		0	49.00	0	
24 Resident Project Representative		0	45.00	0	
25 Clerical		40	19.00	760	
26 CADD Technican		0	28.00	0	
27 DIRECT LABOR TOTAL					\$8,284
28 8. INDIRECT COSTS		RATE	* BASE =	ESTIMATED	
				COST	
30 Overhead		1.75	8,284	14,497	
31					
32					
33 INDIRECT COSTS TOTAL					\$14,497
34 9. OTHER DIRECT COSTS					
35 a. TRAVEL				ESTIMATED	
				COST	
37 (1) TRANSPORTATION					
38 (1) PER DIEM					
39 TRAVEL SUBTOTAL				0	
40 b. EQUIPMENT, MATERIALS, SUPPLIES				ESTIMATED	
				COST	
42 Mail/copies				1,000	
43 Miscellaneous				600	
44 Computers				869	
45					
46 EQUIPMENT SUBTOTAL				2,469	
47 c. SUBCONTRACTS				ESTIMATED	
				COST	
48					
49					
50					
51					
52					
53					
54				0	
55 d. OTHER				ESTIMATED	
				COST	
56					
57					
58					
59 OTHER SUBTOTAL				0	
60 OTHER DIRECT COSTS TOTAL					\$2,469
61 10. TOTAL ESTIMATED COST					\$25,250
62 11. PROFIT (15% of 7&8, 5.0% of 9c)					\$3,541
63 12. TOTAL PRICE					\$28,791

EXHIBIT C - Manhour Estimates  
EXHIBIT D - Hourly Fee Schedule

1 COST OR PRICE SUMMARY FOR SUBAGREEMENTS UNDER U.S. EPA GRANTS				Form Approved	
2 (See accompanying instructions before completing this form)				OMB No. 158-RO144	
3 PART I - GENERAL					
4 1. GRANTEE			2. GRANT NUMBER		
5 City of Las Vegas					
6 3. NAME OF CONTRACTOR OR SUBCONTRACTOR			4. DATE OF PROPOSAL		
7 HDR Engineering, Inc.			5/23/2006		
8 5. ADDRESS OF CONTRACTOR OR SUBCONTRACTOR			6. TYPE OF SERVICE:		
9 770 E. Warm Springs Rd., Suite 360			WPCF FILTRATION FACILITY MODIFICATIONS		
10 Las Vegas, NV 89119			Part D - Construction Phase Services		
12 PART II - COST SUMMARY					
13 7. DIRECT LABOR		EST	HOURLY	ESTIMATED	TOTALS
		HOURS	RATE	COST	
15 Principal		0	61.00	0	
16 Tech Advisor-QA/QC		20	84.00	1,680	
17 Project Manager		54	55.00	2,970	
18 Task Manager		92	77.00	7,084	
19 Staff Engineer		374	33.00	12,342	
20 Structural Engineer		32	53.00	1,696	
21 Mechanical Engineer		0	50.00	0	
22 Electrical Engineer		24	54.00	1,296	
23 Controls Engineer		56	49.00	2,744	
24 Resident Project Representative		0	45.00	0	
25 Clerical		737	19.00	14,003	
26 CADD Technican		464	28.00	12,992	
27 DIRECT LABOR TOTAL					\$56,807
28 8. INDIRECT COSTS		RATE	* BASE =	ESTIMATED	
				COST	
30 Overhead		1.75	56,807	99,412	
31					
32					
33 INDIRECT COSTS TOTAL					\$99,412
34 9. OTHER DIRECT COSTS					
35 a. TRAVEL				ESTIMATED	
				COST	
37 (1) TRANSPORTATION					
38 (1) PER DIEM					
39 TRAVEL SUBTOTAL				0	
40 b. EQUIPMENT, MATERIALS, SUPPLIES		QTY	COST	ESTIMATED	
				COST	
42 Mail/copies				2,600	
43 Miscellaneous				900	
44 Computers		1,853	4.10	7,597	
45					
46 EQUIPMENT SUBTOTAL				11,097	
47 c. SUBCONTRACTS				ESTIMATED	
				COST	
48					
49					
50					
51					
52					
53					
54				0	
55 d. OTHER				ESTIMATED	
				COST	
57					
58					
59 OTHER SUBTOTAL				0	
60 OTHER DIRECT COSTS TOTAL				\$11,097	
61 10. TOTAL ESTIMATED COST				\$167,316	
62 11. PROFIT (15% of 7&8, 5.0% of 9c)				\$23,988	
63 12. TOTAL PRICE				\$191,304	

EXHIBIT C - Manhour Estimates  
EXHIBIT D - Hourly Fee Schedule

1 COST OR PRICE SUMMARY FOR SUBAGREEMENTS UNDER U.S. EPA GRANTS				Form Approved	
2 (See accompanying instructions before completing this form)				OMB No. 158-RO144	
3 PART I - GENERAL					
4 1. GRANTEE			2. GRANT NUMBER		
5 City of Las Vegas					
6 3. NAME OF CONTRACTOR OR SUBCONTRACTOR			4. DATE OF PROPOSAL		
7 HDR Engineering, Inc.			5/23/2006		
8 5. ADDRESS OF CONTRACTOR OR SUBCONTRACTOR			6. TYPE OF SERVICE:		
9 770 E. Warm Springs Rd., Suite 360			WPCF FILTRATION FACILITY MODIFICATIONS		
10 Las Vegas, NV 89119			Part E - Resident Project Representative		
12 PART II - COST SUMMARY					
13 7. DIRECT LABOR		EST	HOURLY	ESTIMATED	TOTALS
		HOURS	RATE	COST	
15 Principal		0	61.00	0	
16 Tech Advisor-QA/QC		0	84.00	0	
17 Project Manager		0	55.00	0	
18 Task Manager		0	77.00	0	
19 Staff Engineer		0	33.00	0	
20 Structural Engineer		0	53.00	0	
21 Mechanical Engineer		0	50.00	0	
22 Electrical Engineer		0	54.00	0	
23 Controls Engineer		0	49.00	0	
24 Resident Project Representative		0	45.00	0	
25 Clerical		0	19.00	0	
26 CADD Technican		0	28.00	0	
27 DIRECT LABOR TOTAL					\$0
28 8. INDIRECT COSTS		RATE	* BASE =	ESTIMATED	
				COST	
30 Overhead		1.50	0	0	
31					
32					
33 INDIRECT COSTS TOTAL					\$0
34 9. OTHER DIRECT COSTS					
35 a. TRAVEL				ESTIMATED	
				COST	
37 (1) TRANSPORTATION					
38 (1) PER DIEM					
39 TRAVEL SUBTOTAL				0	
40 b. EQUIPMENT, MATERIALS, SUPPLIES		QTY	COST	ESTIMATED	
				COST	
42 Mail/copies				0	
43 Miscellaneous				0	
44 Computers		0	4.10	0	
45 Construction Vehicle				0	
46 EQUIPMENT SUBTOTAL				0	
47 c. SUBCONTRACTS				ESTIMATED	
				COST	
49 Kleinfelder				0	
50					
51					
52					
53					
54				0	
55 d. OTHER				ESTIMATED	
				COST	
57					
58					
59 OTHER SUBTOTAL				0	
60 OTHER DIRECT COSTS TOTAL					\$0
61 10. TOTAL ESTIMATED COST					\$0
62 11. PROFIT (15% of 7&8, 5.0% of 9c)					\$0
63 12. TOTAL PRICE					\$0

EXHIBIT C - Manhour Estimates  
EXHIBIT D - Hourly Fee Schedule

1 COST OR PRICE SUMMARY FOR SUBAGREEMENTS UNDER U.S. EPA GRANTS				Form Approved	
2 (See accompanying instructions before completing this form)				OMB No. 158-RO144	
3 PART I - GENERAL					
4 1. GRANTEE			2. GRANT NUMBER		
5 City of Las Vegas					
6 3. NAME OF CONTRACTOR OR SUBCONTRACTOR			4. DATE OF PROPOSAL		
7 HDR Engineering, Inc.			5/23/2006		
8 5. ADDRESS OF CONTRACTOR OR SUBCONTRACTOR			6. TYPE OF SERVICE:		
9 770 E. Warm Springs Rd., Suite 360			WPCF FILTRATION FACILITY MODIFICATIONS		
10 Las Vegas, NV 89119			Part F - Integration Services		
12 PART II - COST SUMMARY					
13 7. DIRECT LABOR		EST	HOURLY	ESTIMATED	TOTALS
		HOURS	RATE	COST	
15 Principal		0	61.00	0	
16 Tech Advisor-QA/QC		0	84.00	0	
17 Project Manager		24	55.00	1,320	
18 Task Manager		0	77.00	0	
19 Staff Engineer		40	33.00	1,320	
20 Structural Engineer		0	53.00	0	
21 Mechanical Engineer		0	50.00	0	
22 Electrical Engineer		0	54.00	0	
23 Controls Engineer		0	49.00	0	
24 Resident Project Representative		0	45.00	0	
25 Clerical		40	19.00	760	
26 CADD Technican		0	28.00	0	
27 DIRECT LABOR TOTAL					\$3,400
28 8. INDIRECT COSTS		RATE	* BASE =	ESTIMATED	
				COST	
30 Overhead		1.75	3,400	5,950	
31					
32					
33 INDIRECT COSTS TOTAL					\$5,950
34 9. OTHER DIRECT COSTS					
35 a. TRAVEL				ESTIMATED	
				COST	
37 (1) TRANSPORTATION					
38 (1) PER DIEM					
39 TRAVEL SUBTOTAL				0	
40 b. EQUIPMENT, MATERIALS, SUPPLIES				ESTIMATED	
				COST	
42 Mail/copies				0	
43 Miscellaneous				0	
44 Computers				426	
45					
46 EQUIPMENT SUBTOTAL				426	
47 c. SUBCONTRACTS				ESTIMATED	
				COST	
49 Honeywell-PAI				75,000	
50					
51					
52					
53					
54				75,000	
55 d. OTHER				ESTIMATED	
				COST	
57					
58					
59 OTHER SUBTOTAL				0	
60 OTHER DIRECT COSTS TOTAL					\$75,426
61 10. TOTAL ESTIMATED COST					\$84,776
62 11. PROFIT (15% of 7&8, 5.0% of 9c)					\$5,174
63 12. TOTAL PRICE					\$89,950

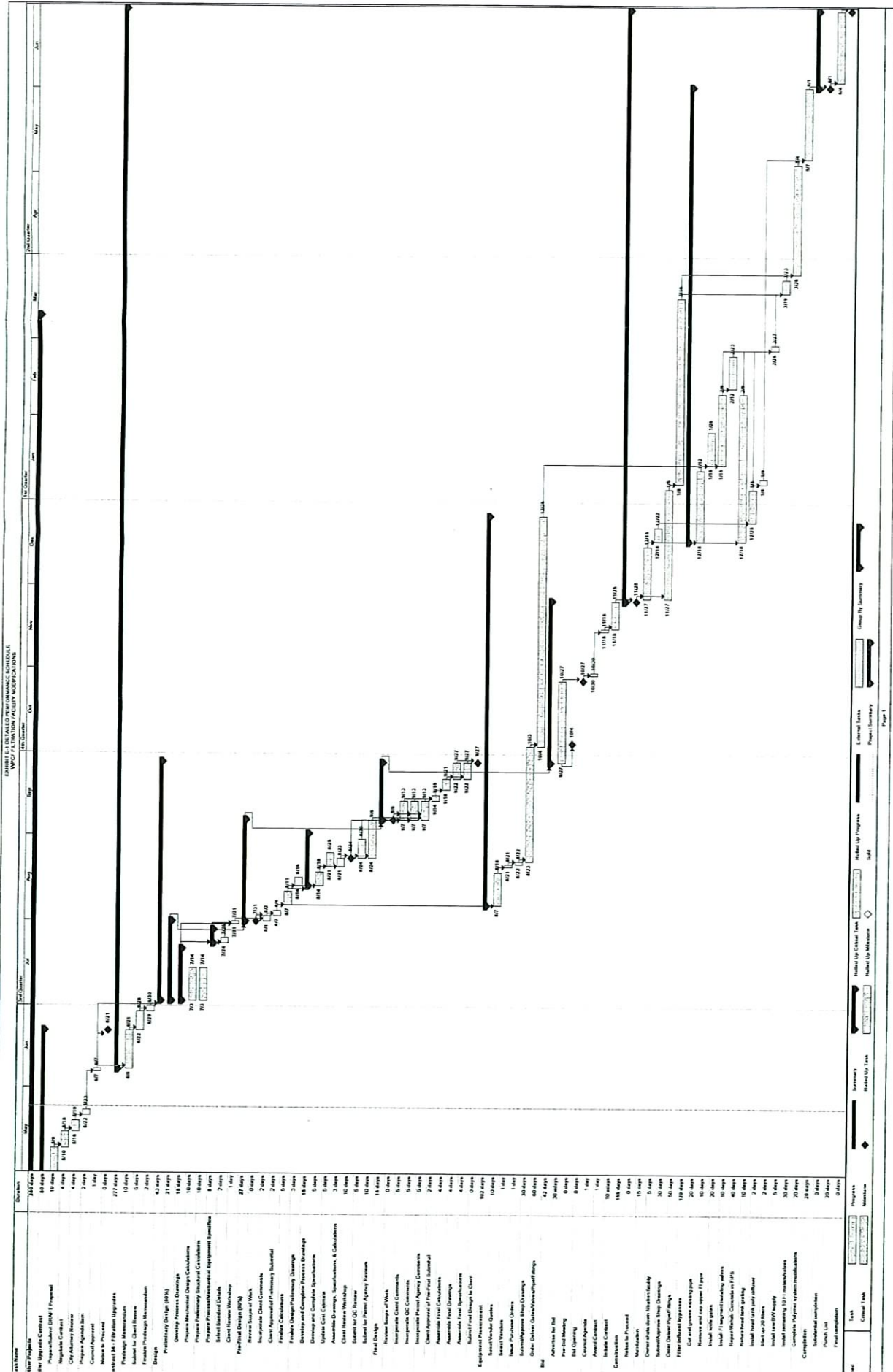
EXHIBIT C - Manhour Estimates  
EXHIBIT D - Hourly Fee Schedule

1 COST OR PRICE SUMMARY FOR SUBAGREEMENTS UNDER U.S. EPA GRANTS				Form Approved	
2 (See accompanying instructions before completing this form)				OMB No. 158-RO144	
3 PART I - GENERAL					
4 1. GRANTEE			2. GRANT NUMBER		
5 City of Las Vegas					
6 3. NAME OF CONTRACTOR OR SUBCONTRACTOR			4. DATE OF PROPOSAL		
7 HDR Engineering, Inc.			5/23/2006		
8 5. ADDRESS OF CONTRACTOR OR SUBCONTRACTOR			6. TYPE OF SERVICE:		
9 770 E. Warm Springs Rd., Suite 360			WPCF FILTRATION FACILITY MODIFICATIONS		
10 Las Vegas, NV 89119			Part G - Project Management Services		
11					
12 PART II - COST SUMMARY					
13 7. DIRECT LABOR		EST	HOURLY	ESTIMATED	TOTALS
		HOURS	RATE	COST	
14 Principal		0	61.00	0	
15 Tech Advisor-QA/QC		16	84.00	1,344	
16 Project Manager		64	55.00	3,520	
17 Task Manager		64	77.00	4,928	
18 Staff Engineer		88	33.00	2,904	
19 Structural Engineer		0	53.00	0	
20 Mechanical Engineer		0	50.00	0	
21 Electrical Engineer		0	54.00	0	
22 Controls Engineer			49.00	0	
23 Resident Project Representative		0	45.00	0	
24 Clerical		34	19.00	646	
25 CADD Technican		2	28.00	56	
26 DIRECT LABOR TOTAL					\$13,398
28 8. INDIRECT COSTS		RATE	* BASE =	ESTIMATED	
				COST	
29 Overhead		1.75	13,398	23,447	
30					
31					
32					
33 INDIRECT COSTS TOTAL					\$23,447
34 9. OTHER DIRECT COSTS					
35 a. TRAVEL				ESTIMATED	
				COST	
37 (1) TRANSPORTATION					
38 (1) PER DIEM					
39 TRAVEL SUBTOTAL				0	
40 b. EQUIPMENT, MATERIALS, SUPPLIES		QTY	COST	ESTIMATED	
				COST	
41 Mail/copies				1,000	
42 Miscellaneous				550	
43 Computers		268	4.10	1,099	
44					
45					
46 EQUIPMENT SUBTOTAL				2,649	
47 c. SUBCONTRACTS				ESTIMATED	
				COST	
48					
49					
50					
51					
52					
53					
54				0	
55 d. OTHER				ESTIMATED	
				COST	
56					
57					
58					
59 OTHER SUBTOTAL				0	
60 OTHER DIRECT COSTS TOTAL					\$2,649
61 10. TOTAL ESTIMATED COST					\$39,494
62 11. PROFIT (15% of 7&8, 5.0% of 9c)					\$5,659
63 12. TOTAL PRICE					\$45,153

EXHIBIT C - Manhour Estimates  
EXHIBIT D - Hourly Fee Schedule

1 COST OR PRICE SUMMARY FOR SUBAGREEMENTS UNDER U.S. EPA GRANTS				Form Approved	
2 (See accompanying instructions before completing this form)				OMB No. 158-RO144	
3 PART I - GENERAL					
4 1. GRANTEE			2. GRANT NUMBER		
5 City of Las Vegas					
6 3. NAME OF CONTRACTOR OR SUBCONTRACTOR			4. DATE OF PROPOSAL		
7 HDR Engineering, Inc.			5/23/2006		
8 5. ADDRESS OF CONTRACTOR OR SUBCONTRACTOR			6. TYPE OF SERVICE:		
9 770 E. Warm Springs Rd., Suite 360			WPCF FILTRATION FACILITY MODIFICATIONS		
10 Las Vegas, NV 89119			Additional Services		
12 PART II - COST SUMMARY					
13 7. DIRECT LABOR		EST	HOURLY	ESTIMATED	TOTALS
		HOURS	RATE	COST	
15 Principal		0	61.00	0	
16 Tech Advisor-QA/QC		0	84.00	0	
17 Project Manager		28	55.00	1,540	
18 Task Manager		28	77.00	2,156	
19 Staff Engineer		144	33.00	4,752	
20 Structural Engineer		120	53.00	6,360	
21 Mechanical Engineer		32	50.00	1,600	
22 Electrical Engineer		60	54.00	3,240	
23 Controls Engineer		60	49.00	2,940	
24 Resident Project Representative		0	45.00	0	
25 Clerical		49	19.00	931	
26 CADD Technican		32	28.00	896	
27 DIRECT LABOR TOTAL					\$24,415
28 8. INDIRECT COSTS		RATE	* BASE =	ESTIMATED	
				COST	
30 Overhead		1.75	24,415	42,726	
31					
32					
33 INDIRECT COSTS TOTAL					\$42,726
34 9. OTHER DIRECT COSTS					
35 a. TRAVEL				ESTIMATED	
				COST	
37 (1) TRANSPORTATION					
38 (1) PER DIEM					
39 TRAVEL SUBTOTAL				0	
40 b. EQUIPMENT, MATERIALS, SUPPLIES				ESTIMATED	
				COST	
42 Mail/copies				1,000	
43 Miscellaneous				600	
44 Computers				2,267	
45					
46 EQUIPMENT SUBTOTAL				3,867	
47 c. SUBCONTRACTS				ESTIMATED	
				COST	
49 Specialty sub (strucural remediation)				5,000	
50 Klienfelder (soils, concrete,steel)				30,000	
51					
52					
53					
54				35,000	
55 d. OTHER				ESTIMATED	
				COST	
57					
58					
59 OTHER SUBTOTAL				0	
60 OTHER DIRECT COSTS TOTAL					\$38,867
61 10. TOTAL ESTIMATED COST					\$106,008
62 11. PROFIT (15% of 7&8, 5.0% of 9c)					\$12,015
63 12. TOTAL PRICE					\$118,023

EXHIBIT 1 - SCHEDULED PERFORMANCE SCHEDULE  
PROJECT: WOOD COUNTY





Employee Owned

HDR Engineering, Inc.  
 770 E. Warm Springs Road, Suite 360  
 Las Vegas, NV 89119  
 Telephone (702) 938-6000  
 FAX (702) 938-6060

# Invoice

PROJECT TITLE: City of Las Vegas Water Pollution Control Facility  
Filtration Facility Modifications Project

LOCATION: 6005 E. Vegas Valley Drive  
Las Vegas, NV 89142

PURCHASE ORDER NUMBER: \_\_\_\_\_

CONTRACT TITLE: \_\_\_\_\_

INVOICE NUMBER: \_\_\_\_\_

PERIOD ENDING: June 2006

INVOICE DATE: July 1, 2006

## SUMMARY OF INVOICES THIS PERIOD

CONTRACT SECTION	AMOUNT DUE
Part A - Predesign Report	\$ -
Part B - Design Documents	\$ -
Part C - Bidding Services	\$ -
Part D - Construction Phase Services	\$ -
Part E - Resident Project Representative	\$ -
Part F - Integration Services	\$ -
Part G - Project Management Services	\$ -
Additional Services	\$ -
TOTAL AMOUNT DUE	\$ -

## OVERALL CONTRACT STATUS

TOTAL CONTRACT AMOUNT	\$ 712,471.00
PREVIOUS BILLINGS	\$ -
AFTER THIS INVOICE	\$ -
REMAINING ON CONTRACT	\$ 712,471.00

PROJECT MANAGER

*Matt Chapman*  
 Matt Chapman, P.E.

Please send remittance  
 with copy of invoice to:

HDR Inc.  
 P.O. Box 3480  
 Omaha, NE 68103-0480

Balance unpaid thirty (30) days from invoice  
 date subject to interest of 1.5% per month



**CERTIFICATE**

Error! Reference source not found.

**1. Definitions**

"City" means the City of Las Vegas.

"City Council" means the governing body of the City of Las Vegas.

"Contracting Entity" means the individual, partnership, or corporation seeking to enter into a contract or agreement with the City of Las Vegas.

"Principal" means, for each type of business organization, the following: (a) sole proprietorship – the owner of the business; (b) corporation – the directors and officers of the corporation; but not any branch managers of offices which are a part of the corporation; (c) partnership – the general partner and limited partners; (d) limited liability company – the managing member as well as all the other members.

**2. Policy**

In accordance with Resolution 79-99 and 105-99 adopted by the City Council, Contracting Entities seeking to enter into certain contracts or agreements with the City of Las Vegas must disclose information regarding ownership interests and principals. Such disclosure generally is required in conjunction with a Request for Proposals (RFP). In other cases, such disclosure must be made prior to the execution of a contract or agreement.

**3. Instructions**

The disclosure required by the Resolutions referenced above shall be made through the completion and execution of this Certificate. The Contracting Entity shall complete Block 1, Block 2, and Block 3. The Contracting Entity shall complete either Block 4 or its alternate in Block 5. Specific information, which must be provided, is highlighted. An Officer or other official authorized to contractually bind the Contracting Entity shall sign and date the Certificate, and such signing shall be notarized.

**4. Incorporation**

This Certificate shall be incorporated into the resulting contract or agreement, if any, between the City and the Contracting Entity. Upon execution of such contract or agreement, the Contracting Entity is under a continuing obligation to notify the City in writing of any material changes to the information in this Certificate. This notification shall be made within fifteen (15) days of the change. Failure to notify the City of any material change may result, at the option of the City, in a default termination (in whole or in part) of the contract or agreement, and/or a withholding of payments due the Contracting Entity.

Block 1	<b><u>Contracting Entity</u></b>
Name	HDR Engineering, Inc.
Address	770 E. Warm Springs Road.. Suite 360 Las Vegas, NV 89119-4336
Telephone	(702) 938-6000
EIN or DUNS	47-068-0568

Block 2	<b><u>Description</u></b>
Subject Matter of Contract/Agreement:	
Engineering Services	
RFP #:	

Block 3	<b><u>Type of Business</u></b>
<input type="checkbox"/> Individual	<input type="checkbox"/> Partnership
<input type="checkbox"/> Limited Liability Company	<input checked="" type="checkbox"/> Corporation

**CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS**  
(CONTINUED)

Block 4

**Disclosure of Ownership and Principals**

In the space below, the Contracting Entity must disclose all principals (including partners) of the Contracting Entity, as well as persons or entities holding more than one-percent (1%) ownership interest in the Contracting Entity.

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	HDR, Inc. (100%)	8404 Indian Hills Dr Omaha NE 68114-4098	(402) 399-1339
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

The Contracting Entity shall continue the above list on a sheet of paper entitled "Disclosure of Principals – Continuation" until full and complete disclosure is made. If continuation sheets are attached, please indicate the number of sheets: \_\_\_\_\_


Block 5

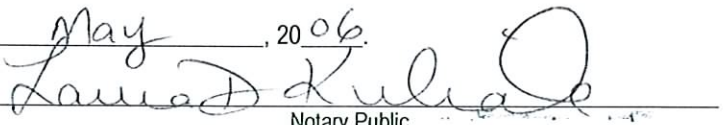
**Disclosure of Ownership and Principals - Alternate**

If the Contracting Entity, or its principals or partners, are required to provide disclosure (of persons or entities holding an ownership interest) under federal law (such as disclosure required by the Securities and Exchange Commission or the Employee Retirement Income Act), a copy of such disclosure may be attached to this Certificate in lieu of providing the information set forth in Block 4 above. A description of such disclosure documents must be included below.

Name of Attached Document: \_\_\_\_\_  
Date of Attached Document: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

I certify, under penalty of perjury, that all the information provided in this Certificate is current, complete, and accurate. I further certify that I am an individual authorized to contractually bind the above named Contracting Entity.

  
\_\_\_\_\_  
Name  
May 25, 2006  
\_\_\_\_\_  
Date

Subscribed and sworn to before me this 25<sup>th</sup> day of May, 2006.  
  
\_\_\_\_\_  
Notary Public

